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MICROSOFT CORPORATION
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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 MICROSOFT CORPORATION, a
Washington corporation,

12 Plaintiff,

13 v.
14

15 LU CHINGFENG, an individual
d/b/a HUMOX TECHNOLOGIES,

16 Defendant.
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Case No. SA 14-cv-281-DOC-ANx

ORDER RE STIPULATED
PERMANENT INJUNCTION [23]

18 The Court having considered the Stipulated Permanent Injunction executed
19 between Plaintiff Microsoft Corporation and Defendant Lu Chingfeng, an
20 individual doing business as Humox Technologies (collectively, the “Parties”) as
21 part of the settlement in this matter,

22 IT IS HEREBY ORDERED that Defendant Lu Chingfeng, an individual
23 doing business as Humox Technologies (“Defendant”) along with Defendant’s
24 directors, principals, officers, agents, servants, employees, representatives,
25 successors and assigns, and all those persons or entities acting in concert or
26 participation with them, shall be and hereby are PERMANENTLY ENJOINED and
27 restrained from:

28 (a) imitating in a manner that infringes, copying in a manner that

1 infringes, or making any other infringing use or infringing distribution of software
2 programs, components, end user license agreements (“EULA”) or items protected
3 by Microsoft’s registered trademarks and service mark, including, but not limited
4 to, the following Trademark Registration Nos.:

- 5 (1) 1,200,236 (“MICROSOFT”);
- 6 (2) 1,256,083 (“MICROSOFT”);
- 7 (3) 1,872,264 (“WINDOWS”);
- 8 (4) 2,744,843 (COLORED FLAG DESIGN);

9 or the software programs, components, EULA, items or things protected by the
10 following Certificate of Copyright Registration No.:

- 11 (1) TX 5-407-055 (“Windows XP”);

12 and any other works now or hereafter protected by any of Microsoft’s trademarks or
13 copyrights;

14 (b) manufacturing, assembling, producing, distributing, offering for
15 distribution, circulating, selling, offering for sale, advertising, importing,
16 promoting, or displaying any software program, component, EULA, item or thing
17 bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of
18 any of Microsoft’s registered trademarks or service mark, including, but not limited
19 to, the Trademark and Service Mark Registration Nos. listed in Paragraph (a) above
20 not authorized or licensed by Microsoft;

21 (c) using any simulation, reproduction, counterfeit, copy, or
22 colorable imitation of Microsoft’s registered trademarks or service mark including,
23 but not limited to, the Trademark and Service Mark Registration Nos. listed in
24 Paragraph (a) above, in connection with the manufacture, distribution, offering for
25 distribution, sale, offering for sale, advertisement, promotion, or display of any
26 software, component, EULA, item or thing not authorized or licensed by Microsoft;

27 (d) using any false designation of origin or false description which
28 can or is likely to lead the trade or public or individuals erroneously to believe that

1 any software, component, EULA, item, or thing has been manufactured, produced,
2 distributed, offered for distribution, advertised, promoted, displayed, licensed,
3 sponsored, approved, or authorized by or for Microsoft, when such is in fact not
4 true;

5 (e) engaging in any other activity constituting an illegal distribution
6 of any Microsoft software, component, EULA, COA, item, or thing and/or
7 constituting an infringement of any of Microsoft's trademarks, service mark and/or
8 copyrights, or of Microsoft's rights in, or right to use or to exploit these trademarks,
9 service mark, and/or copyrights or constituting any illegal dilution of Microsoft's
10 name, reputation, or goodwill; and

11 (f) assisting, aiding, or abetting any other person or business entity
12 in engaging in or performing any of the activities referred to in paragraphs (a)
13 through (e) above.

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15 **IT IS SO ORDERED.**

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17 Dated: October 3, 2014



18 THE HONORABLE DAVID O. CARTER
19 United States District Court Judge
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